Office Depot Rewards Platinum
Elite Program Terms and Conditions

The Office Depot Rewards Platinum Elite Program ("Program") is an Office Depot loyalty program available to select business account customers or potential customers that Office Depot invites to join ("Members"). Not every current or new Office Depot customer will qualify or be invited to join this Program.

Current customers that are invited to join and wish to join must switch their existing price plans and contracts to the pricing included in this Program.

The Program consists of the following items:

- Core List Discount: A 15% discount off of our officedepot.com regular prices (our "Everyday Low Web Price") on a fixed core list of products set by Office Depot. The fixed core list may be changed with or without notice from Office Depot at any time. Prices and offers on www.officedepot.com may not apply to purchases made on www.business.officedepot.com. Promotion pricing, including but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings, that is available on www.officedepot.com is not available for orders placed on www.business.officedepot.com.
- Paper Discount: A 15% discount off of our Everyday Low Web Price for our three top-selling case copy paper items.
- Your Top 10 Custom Discount List: You can create a list of products on which you will receive a 15% discount off of our Everyday Low Web price (excludes Office Depot® Brand Xerographic Paper). The number of products you may pick are set forth on the overview page. However, the list of products you pick can only be modified by you annually.
- Copy and print services and coffee products discounts: Members pay $0.30 for single-sided color copies and $0.03 for single-sided black and white copies. Members receive 25% off Finishing services. Members receive discounted pricing on more than 375 Cleaning & Breakroom items, including select boxes of 24 pack K-cup coffee .
- All other products available on business.officedepot.com and in our BSD Big Book Catalog (except custom, special order and discounted products) will be priced at our Everyday Low Web Price.
    - Custom, special order, and discontinued products are priced at 5% off list price.
- Free next business-day delivery on orders of $50.00 or more within our local delivery areas. Order online/phone by 5:00 PM or via fax by 3:00 PM, local time (in most locations), and we will deliver your order free, the next business day (between 8:30 AM and 5:00 PM). Minimum purchase required after discounts and before taxes. Most furniture, oversized and special order items do not qualify. Non-qualifying orders incur a delivery charge (minimum charge of $7.95). Other restrictions apply. See business.officedepot.com, 87.SMART.OD1 (877.627.8631) or ask your Account Manager for details.
- Account billing payment option if your organization qualifies.
- Opportunity to receive and use the Store Purchasing Card subject to the terms and conditions of the card, which are incorporated herein.
- A dedicated account manager with a minimum annual purchase amount of $6,000. Customers spending under $6,000 annually receive support from telephone account management teams and or customer service teams. For immediate assistance, any Office Depot Rewards Platinum member can call the Platinum member hotline at 87.SMART.OD1 (877.627.8631) Monday-Friday 8:00 AM - 8:00 PM EST.
- Members will also receive additional special offers, promotions and incentives.
- Platinum Members webpage

Office Depot reserves the right, in its sole discretion to change pricing and product assortment, modify, limit or terminate the Program, or any portion thereof, at any time, with or without prior written notice.

Program Members are responsible for taxes, charges or other liabilities related to or resulting from their participation in the Program.

By participating in the Program, you consent to these terms and conditions ("Terms") of this Program. Any changes to the Terms will be effective immediately upon posting at business.officedepot.com.

Your Program Member information will not be sold or rented to any company outside of Office Depot and its affiliated companies. In order to facilitate your account, we may share your information with our trusted vendors, who have agreed to keep your information confidential. Your information will be used for the purpose of account maintenance, improving not only your customer experience but also the range and types of products and services offered by us to you, as well as to notify you of special offers, promotions, and/or catalogs which may be of interest to you. Of course we will comply with all laws regarding information access by federal and state authorities and may use such information to protect the integrity of the Program or the safety of the members. If you do not wish to have your member information utilized in this manner, you may cancel your participation in the Program at any time by contacting your account representative.

Office Depot assumes no responsibility for errors caused by incorrect Member information.

The interpretation and application of the Terms are in the sole discretion and determination of Office Depot, which in each case shall be final and conclusive.

The laws of the State of Florida, without regard to its conflict of laws rules, will govern the Terms, as well as your and our observance of them. If you take any legal action relating to your use of the Program or the Terms, you agree to file such action only in the state and federal courts located in Palm Beach County, Florida.

If Office Depot fails to act with respect to your breach or anyone else's breach on any occasion, Office Depot is not waiving its right to act with respect to future or similar breaches.

The Terms, together with those items made a part of these Terms by reference, make up the entire agreement between us relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of the Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The Program is void where prohibited by law.